

Article 16

HOURS OF WORK AND SCHEDULING

Section A. Work Period.

The work period is defined as ten workdays within the 14 consecutive calendar days which coincides with the current biweekly pay period.

Section B. Scheduling.

Scheduling problems and concerns will be discussed in Labor-Management Meetings in accordance with Article 11 of this Agreement.

Section C. Work Day.

The work day shall consist of 24 consecutive hours commencing at 12:01 a.m.

Section D. Work Shift.

The work shift shall normally consist of eight consecutive hours, except as provided otherwise in this Article.

Work shifts for the purpose of determining the starting time for each shift shall be defined as follows:

1. Shifts starting between the hours of 5:00 a.m. and 1:19 p.m. shall be designated the first shift.
2. Shifts starting between the hours of 1:20 p.m. and 9:19 p.m. shall be designated the second shift.
3. Shifts starting between the hours of 9:20 p.m. and 4:59 a.m. shall be designated the third shift.
4. Positions with different starting times shall be assigned to shifts according to facility labor-management agreements, which shall determine the impact on overtime distribution, vacation book sign-ups, and shift realignment within work location.

For purposes of this Article, current institutional practices concerning the treatment of the day activity shift as a part of, or separate from, the first shift shall continue unless altered through local Labor-Management meetings, subject to the approval of the Department and the MCO Central Office.

Current Departmental practices regarding shift starting times, and changes in shift starting time, may be continued. Where the Employer intends to deviate from such Departmental practices, the Employer shall first notify the Union and attempt to resolve any adverse impact in accordance with Civil Service Rules and Regulations. In the Department of Corrections the work shift shall be

exclusive of a line-up period, if any, that is normally not expected to be less than six nor more than 12 minutes prior to the beginning of the work shift.

Section E. Work Schedules.

Work schedules shall be defined as an employee's assigned hours, days of the week, days off, and shift rotation. Except for new employee and in-service training purposes, work schedules, where at all possible, shall be maintained on a regular basis or fixed rotation. Schedules not maintained on a regular basis or fixed rotation shall be posted as far in advance as possible, but at least 14 calendar days prior to the beginning of the pay period to be worked. Such schedules shall not be inconsistent with this Agreement.

Nothing herein shall preclude the Union and the Department of Community Health from reaching agreement regarding conversion from a scheduling system of fixed regular days off to rotating days off, as well as other matters directly and inextricably intertwined with such issue. However, the issue shall not be regarded as a mandatory subject of bargaining in secondary negotiations.

Section F. Change of Work Schedules.

Employees, individually or collectively, shall not have their work schedule changed, unless they have been notified of such change 96 hours in advance of the beginning of the biweekly work period.

In the event such notice of work schedule change is not given the affected employee(s) at least 96 hours prior to the biweekly work period, such employee(s) shall be compensated at the rate of time and one-half (1½) for the hours worked on the first shift of the changed work schedule which were outside the previously established work schedule.

Scheduling changes necessitated by granting requests initiated by employees shall be exempt from the one and one-half (1½) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree to changes in the work schedules without penalty to the Employer.

In the event of a permanent change in shift from a pre-established work schedule, employees must be off regularly scheduled work for a minimum of two shifts or their equivalent unless a scheduled day or days off intervenes between such shift change. In the event such two-shift release is not provided, the affected employee(s) shall be compensated at the rate of time-and-one-half (1½) for the hours worked on the first shift of the changed work schedule.

Notwithstanding the rest of this Section, the parties agree to continue implementation of the relief factor management system, and for expanding to multiple shifts, in the Department of Corrections, in accordance with current practice and prior consultation and agreement with the Union where temporary

contractual waiver(s) would be required.

Section G. Leave For Shortened Non-Duty Time.

There are situations where an employee is required to work more than sixteen consecutive hours in a workday due to "work-in-progress" even though the employee is scheduled for a regular duty shift the following workday. The effect of this is that, if the employee reports for work at the regularly scheduled starting time on the upcoming shift, the employee will have less than eight hours of non-duty time between the end of the "work-in-progress" and the next shift. As a result, the employee may not be as alert on the new shift as both the Employer and the Union would prefer.

At Work Locations, where the current practice with respect to this circumstance is to grant the employee administrative leave from the beginning of the upcoming shift, so that the employee is off-duty for eight hours before resuming work on the next scheduled shift, that practice shall continue unless altered through secondary negotiations.

Where such a practice of permitting the employee administrative leave from the up-coming shift does not currently exist, if the employee is required to work over 16 consecutive hours in the workday due to "work-in-progress", the employee may request and, if so, shall be allowed to be absent from the beginning of the next scheduled shift, so that the employee is off work for eight hours before returning to duty. The employee shall be allowed, at the employee's option, to use available annual or compensatory leave credits for the period of such absence.

Section H. Swing Shifts.

Only those employees in Community Corrections Centers and in the Camps programs may be scheduled for swing shifts. Employees in Community Corrections Centers may be scheduled for swing shifts where staffing patterns are based on such schedules. In the camps program, swing shifts may only be scheduled for unanticipated absences, such as (but not limited to) leaves of absence, extended sick leave, long term disability or workers' compensation leaves, and emergencies. However, such swing shifts shall be scheduled so as to affect the minimum number of employees. Swing shifts are defined as schedules in camps and centers which involve an employee being assigned to work more than one non-overtime shift during the work period. An employee shall not be required to change shift more than three times during the biweekly work period. In the event the employee is required to change shifts more than two times during the biweekly period, all hours worked by such employee in that pay period shall be paid at shift differential rates. In the event the employee is required to change shifts more than three times during the biweekly period, all regular hours worked in the biweekly period subsequent to the fourth shift change shall be paid at time-and-one-half rates.

When swing shifts are scheduled, the employee shall be scheduled off work for at least 16 hours between shift changes. Absent such 16 hours, the employee shall be paid at premium rates for all hours the employee works during such 16 hour period. Except as may be agreed on an individual basis, scheduled days off shall not be split for any employee for the purpose of avoiding this overtime pay obligation.

Section I. Meal Periods.

Except for employees in school or on OJT, work schedules shall provide for the work day to be unbroken and a paid meal period established of not more than 30 minutes where continuous coverage is required and employees cannot be relieved of custody responsibilities. However, this shall not prohibit work schedules which provide for an unpaid meal period in the Department of Community Health and in health care units in the Department of Corrections. An employee scheduled for an unpaid meal period, but whom the Employer requires to work at a work assignment and is not relieved for such meal period, shall have such time treated as hours worked for the purpose of computing overtime. However, upon mutual agreement between the supervisor and the employee, the employee may choose to leave work before the scheduled ending time rather than receive overtime pay.

It is understood that Department of Corrections health care unit schedules will not be changed to the 8½ hour day, with an unpaid meal period, unless there is a strong operational or programmatic reason for doing so, management provides the Union with two full pay period's written forenotice of its intent and reason, and the Union is afforded the opportunity to discuss and attempt to resolve its concerns, on a departmental basis, before the changed schedule is implemented.

Section J. Rest Periods.

The Employer agrees that, where feasible after taking staffing and security into consideration, it is the intent that supervisors will make a reasonable effort to provide a rest period to be taken in the course of performing operational duties. Custody and security considerations shall be primary, and such rest period shall not diminish in any way the employee's continued responsibility for such matters during the rest period. Under no circumstances shall an employee be entitled to receive overtime premium pay for any rest period, taken or not taken.

Section K. No Guarantee or Limitation.

This Article shall not be construed as a guarantee or limitation on the number of hours scheduled to be worked per workday or work period.

Section L. Alternative Work Scheduling Systems (Flextime).

Nothing in this Article shall be construed to limit the Employer in establishing, modifying or abolishing such voluntary alternative work scheduling systems as are consistent with program needs of the Employer and which do not violate the

terms of this Agreement. The determination of whether to modify or abolish a voluntary alternative work scheduling system shall be solely within the Employer's discretion; however, if such determination would produce a substantial adverse impact upon employees in this Bargaining Unit, such determination shall be subject to Labor-Management meetings. Plans proposed by the Employer for consideration by employees shall be provided to the Union prior to being presented to the affected employees. If any alternative work scheduling plan proposed would result in layoff of a permanent employee, such plan will be negotiable. Overtime rates shall apply to all hours in excess of 80 in a biweekly work period and to all hours in excess of ten worked outside the regular daily alternative schedule.

Section M. Consecutive Scheduled Days Off (RDOs).

Except as may be agreed between the employing department and the Union, scheduled days off (RDOs) shall be scheduled so that two or more RDOs are consecutive. The Union agrees that the Union will not process any grievance arising out of such exception, if the Union has agreed to such exception, nor shall the Union process any grievances contesting a denial of a request for split RDOs, if the Union has not agreed to split RDOs.